THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN

SISER NORTH AMERICA, INC.,
a Delaware corporation,
and SISER S.R.L., an Italian corporation,

Plaintiffs,

v.

SPECIALTY MATERIALS &
DIGITAL DECORATION, LLC

Defendant.
_______________________________ /

Civil Action
Case No.

Hon.

COMPLAINT FOR DAMAGES, DECLARATORY AND INJUNCTIVE RELIEF FOR TRADEMARK INFRINGEMENT, CANCELLATION OF REGISTRATION AND JURY DEMAND

Plaintiffs Siser North America, Inc. ("Siser NA") and Siser s.r.l. ("Siser s.r.l.") (collectively "Plaintiffs" or "Siser"), through their attorneys Fishman Stewart PLLC, assert the following claims against Defendant Specialty Materials & Digital Decoration, LLC ("Defendant").

NATURE OF THE ACTION

1. This is a civil action for damages, declaratory and injunctive relief alleging acts of trademark infringement under the Lanham Act, 15 U.S.C. §1125(a) and under the Federal Trademark Act, 15 U.S.C. §1114, and for false advertising, false designation of origin, passing off, unfair competition, misappropriation and

trademark infringement under federal, state and/or common law. Plaintiffs also seek to cancel Defendant's Registration No. 3,927,657 for EZ WEED STENCIL MATERIAL pursuant to 15 U.S.C. §§ 1119 and 1121 for filing a false and/or fraudulent declaration of use under 15 U.S.C. §1065.

THE PARTIES

2. Plaintiff Siser North America, Inc. ("Siser NA") is a Delaware corporation, acting as the corporate division of, and the U.S. sales and marketing arm of Plaintiff Siser s.r.l. ("Siser s.r.l."). Siser NA has its principal place of business at 12900 Hall Road, Suite 270, Sterling Heights, Michigan 48313.

3. Siser s.r.l. is an Italian private limited company located at Viale Della Technica, Vicenza, 18I-36100 Italy. Siser s.r.l. is the owner of the trademarks ("Marks") asserted in this action.

4. Specialty Materials & Digital Decoration LLC is an Oklahoma limited liability company, located at 2929 West 21st Street, Tulsa, Oklahoma 74107.

JURISDICTION AND VENUE

5. This Court has original jurisdiction over the subject matter of this action pursuant to 15 U.S.C. § 1121and 28 U.S.C. §§ 1331, 1332(a) (3) and 1338(a) and (b). On information and belief, the parties are citizens of different states and in which a citizen of a foreign state is an additional party and the amount in controversy exceeds the jurisdictional limit of this Court. Jurisdiction over the

state law claims is also appropriate under 28 U.S.C. § 1367(a) and principles of supplemental jurisdiction. The state law claims are so related to Plaintiffs' federal trademark infringement claims as to be part of the same case or controversy under Article III of the United States Constitution.

6. This Court has personal jurisdiction over Defendant. On information and belief, Defendant is importing, promoting, selling and/or distributing the products at issue in this Complaint into this State and District. For example, on information and belief, Defendant has been shipping product into this state using local distributors One Source Supply, in Swartz Creek, Michigan, Versatrans, in Plymouth, Michigan, Michigan Specialty Paper, in Allen Park, Michigan, and Wensco, which has facilities in both Belmont and Livonia, Michigan. In addition, Defendant has purposefully availed itself of the privilege of acting in this District by, among other things, soliciting sales through its interactive website at www.specialtymaterials.com, from which samples of infringing product may be ordered. Defendant also solicits sales of infringing product through its Facebook page, www.facebook.com/pg/SpecialtyMaterials/about/.

7. The foregoing websites are accessible by internet users throughout the country, including users in Michigan and in this District. Defendants have caused and will continue to cause injury and damage to Plaintiffs within this State and District.

8. Venue in this judicial District is proper pursuant to 28 U.S.C. §§ 1391(b). Defendants have, on information and belief, either directly or through agents shipped infringing product, including samples, into this District and the damages suffered by Plaintiffs were suffered in this District.

PLAINTIFFS' ACTIVITIES AND PROPRIETARY RIGHTS

9. Founded in Vicenza, Italy, in 1983, Siser s.r.l. is the world's leading manufacturer of heat transfer vinyl, 'print and cut' media, and other innovative thermo-transfer materials for applications on fabrics, both for the sports sector, as well as for die-cutting.

10. Siser NA functions as a division of SISER s.r.l. Its computer-assisted-design materials include its bestselling EASYWEED™ polyurethane films. These films are used for every type of apparel decoration, from sports garments to collegiate-wear and even high fashion clothing. Siser sells many products in the garment decoration niche, in a huge range of colors and finishes, through its worldwide distribution network. In addition to supplying product, Siser provides support and education on the application of its heat transfer materials, as well as online training and technical information.

11. Siser s.r.l. conceived of the trademark EASYWEED in 2003 in association with its heat plastic film transfers. Siser first sold goods in association

with the EASYWEED mark in commerce in the United States as early as 2004 and its sales have continued, uninterrupted through the present.

12. Siser s.r.l. filed Application Serial No. 85470699 for EASYWEED with the United States Patent & Trademark Office on November 11, 2011, which was published for opposition on June 4, 2013. The application currently recites "*heat plastic film transfers for manufacturing plastic transfers; heat plastic film transfers for use in manufacturing plastic transfers used for applying letters, numbers, graphics or designs onto garments or other substrates*" in International Class 17.

13. On July 2, 2013, Defendant, relying on its common law trademark EZ WEED for identical goods, filed a Notice of Opposition at the United States Trademark Trial & Appeal Board, Proceeding No. 91211381, and on August 26, 2013, filed an Amended Notice of Opposition.

14. Siser also owns European Community Trademark Registration No. 12651568 and Canadian Trademark Application No. 1675901, both for the mark EASYWEED.

15. Siser SRL is also the assignee of Stahls' Inc. of United States Trademark Registration No. 4,266,829 for EZ WEEDER for a "*hand tool, namely, lettering picks; hand tool, namely, picks for removing unwanted matter from heat transfer materials.*" Stahls' date of first use for the mark in commerce was at least

as early as 1993. Stahls continues to use the EZ WEEDER Mark under license from Siser. Stahls' priority of use inures to the benefit of Siser.

16. Plaintiffs are market leaders who have provided and are providing products in interstate commerce throughout the United States and the world. Products bearing the Marks EASYWEED™ and EZ WEEDER® (the "Marks") are sold through distributors to consumers across the United States. Plaintiffs exercise great care in selecting their distributors. In doing so, Plaintiffs expend substantial money to control the nature and quality of the goods and services that such distributors may employ in using the Marks.

17. Plaintiffs and their licensee Stahls have also expended significant time, money and effort in ensuring that their products comply with their stringent internal quality standards. They have also spent significant money in advertising their products and to specifically promote and develop the Marks. These substantial expenditures of time, money and effort have resulted in a reputation for exceptionally high quality standards. They have vigorously protected their reputation and goodwill by maintaining the highest possible standards in their products, the distribution of their products and customer service.

18. Because of these efforts, the Marks and the products that use them have developed substantial good will and as a result of the quality of Plaintiffs' and their licensee's goods and widespread promotion thereof under the Marks, these

goods and services have met with substantial commercial success and widespread consumer recognition. As a further result, the Marks have become symbols of Plaintiffs, their quality products and services, and their goodwill. By virtue of the distinctiveness of the Marks, the Marks are widely known to consumers and have become famous.

Defendant's Infringing Activities

19. On or about July 2, 2013, Siser became aware of Defendant's use of E-Z WEED as a trademark for similar heat plastic film transfers when Defendant's counsel forwarded to Siser's counsel the Notice of Opposition it had filed at the U.S. Trademark Trial and Appeal Board against Siser's Application Serial No. 85470699 for EASYWEED.

20. Then, during various trade shows that occurred after July 2, 2013, purchasers of Defendant's EZ WEED products approached Siser with concerns about the quality and functionality of Defendant's EZ WEED products, believing them to be interchangeable with Siser's EASYWEED products. In each instance, Siser confirmed that it was not the manufacturer or distributor of Defendant's EZ WEED products.

21. Siser was especially surprised by Defendant's appropriation of the EZ WEED trademark given that both parties have had a relationship over the years. For example, Defendant has been a customer and distributor of Plaintiffs'

COLORPRINT™ digital transfer materials. Further, Plaintiffs' registered trademark, EZ WEEDER®, almost identical to Defendant's mark, has a priority date going back to 1993 and a registration date of January 1, 2013. Thus, Defendant's unauthorized use of EZ WEED can only be deemed to be willful.

22. Defendant acquired by assignment from one Cheryl Ray U.S. Trademark Registration 3,927,657 for EZ WEED STENCIL MATERIAL®, for stencils sold by a company doing business as SEPS Graphics. The apparent effective date of the assignment was December 1, 2015. U.S. Trademark Registration 3,927,657 for EZ WEED STENCIL MATERIAL issued on March 8, 2011.

23. Thereafter, on June 21, 2016, Defendant filed a Combined Declaration of Use and Incontestability under Sections 8 & 15 for U.S. Trademark Registration 3,927,657. The Declaration of Use contained as specimens of current use photographs of the products sold by the assignor's company, SEPS Graphics, under that registered mark, not products sold by Defendant. The Declaration of Use was signed by Defendant's counsel on June 21, 2016, in connection with the following statement (edited for clarity):

> The mark is in use in commerce on or in connection with the goods/services, identified above, as evidenced by the attached specimens showing the mark as used in commerce. The mark has been in continuous use in commerce for five consecutive years after the date of registration, and is still in use in commerce on or in connection with all goods/services listed in the existing registration.

> The signatory being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements and the like may jeopardize the validity of this submission, declares that all statements made of his/her own knowledge are true and all statements made on information and belief are believed to be true.

24. Plaintiff discovered at the March 8, 2017, TTAB trial testimony deposition in Opposition No. 91211381, of Defendant's principal, David Lawrence Saunders, that the Declaration of Use was untrue because, contrary to the statement under oath, the Mark was neither in use nor had it been in continuous use in commerce for the preceding five consecutive years.

25. To the contrary, Mr. Saunders testified that the prior owner of the registration offered the mark and registration to him because she "didn't need it anymore" because she decided to stop selling the product. That assignment was effected on December 1, 2015. Mr. Saunders testified further that he did not give the prior owner, Cheryl Ray, or her company, a license back to continue to use the mark. He further testified that, as of the date of his deposition, his company has sold no products under that Mark. Thus, as of June 21, 2016, the date that Defendant executed its Declaration of Use and Incontestability, there was neither current use, nor continuous use for the preceding five years. Indeed, Defendant's website does not display the mark or any associated products on its website.

26. In the Combined Declaration of Use and Incontestability, Defendant knowingly made false statements that were material to the continued registration of

Registration No. 3,927,657, with the intent to deceive the U.S. Patent and Trademark Office. Accordingly, Defendant committed fraud in the maintenance of Registration No. 3,927,657.

27. By its use of the designation EZ WEED and threatened use of EZ WEED STENCIL MATERIAL, Defendant has compromised Plaintiffs' ability to control the quality of the products sold under the Marks and associated services, and has effectively misrepresented to the public the origin and quality of Plaintiffs' brands, EASYWEED™ and EZ WEEDER®.

28. On information and belief, Defendant has knowingly used in commerce a reproduction, copy, or colorable imitation of Plaintiffs' Mark EZ WEED in connection with the sale, offering for sale, distribution and/or advertising of products functionally similar to Plaintiffs' products, when such use is likely to cause confusion, or to cause mistake and/or to deceive.

29. On information and belief, Defendant has and continues to use its EZ WEED mark and plans to use EZ WEED STENCIL MATERIAL mark in such a fashion as to create a false impression among the consuming public that its goods originate from Plaintiffs or are sponsored, approved by, managed and/or affiliated with Plaintiffs, and to misrepresent the origin and quality of goods sold.

30. On information and belief, Defendant's foregoing acts were and are likely and intended to cause confusion and mistake among the public, customers,

prospective customers, creditors, suppliers and others and to deceive them as to, among other things, (i) the affiliation, connection and association of Defendant with Plaintiffs, (ii) the origin, sponsorship, or approval of Defendant's goods by Plaintiffs and (iii) the nature, characteristics and quality of Defendant's goods, all of which was and is for the purpose of enhancing the commercial value of, or selling or soliciting sales of, Defendant's products.

31. By reason of the foregoing, Plaintiffs have suffered and will continue to suffer damage to their property, business, reputation and good will and have suffered and will continue to suffer dilution of the distinctive quality of their Marks and have lost and will continue to lose income and profits that Plaintiffs would have earned but for Defendant's foregoing acts.

32. Defendant's acts were knowing, intentional, willful and extraordinary.

33. Plaintiffs' remedy at law is inadequate to compensate Plaintiffs fully for their injuries. Defendant continues to engage in the foregoing activities and, unless enjoined, will continue to do so, all to Plaintiffs' irreparable damage. It would be extremely difficult or impossible to estimate the amount of compensation that would afford Plaintiffs complete monetary relief.

FIRST CLAIM FOR RELIEF

Federal Unfair Competition, False Advertising, False Designation of Origin, and Passing Off Violation of 15 U.S.C. §1125(a)

34. Plaintiffs incorporate by reference the allegations of Paragraphs 1 – 33 of this Complaint.

35. On information and belief, the unauthorized use by Defendant of the designation EZ WEED and planned use of the designation EZ WEED STENCIL MATERIAL, both of which being nearly identical to Plaintiffs' registered trademark EZ WEEDER® and Plaintiffs' common law mark EASYWEED, for Defendant's own competing and related goods is likely to cause the public to mistakenly believe that Defendant's goods originate from, are endorsed by or are in some way affiliated with Plaintiffs and thus constitute trademark infringement, false advertising, false designation of origin, passing off, and unfair competition. Defendant's actions are also likely to cause Plaintiffs' Marks, EASYWEED™ and EZ WEEDER® to lose their significance as indicators of origin. Defendant's actions are in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

SECOND CLAIM FOR RELIEF

Federal Trademark Infringement
Violation of 15 U.S.C. § 1114

36. Plaintiffs incorporate by reference the allegations of Paragraphs 1-35 of this Complaint.

37. Defendant, without authorization, has used in commerce the trademark, EZ WEED and plans to use in commerce the trademark EZ WEED STENCIL MATERIAL, which are nearly identical to Plaintiffs' registered

trademark EZ WEEDER®. Further, the heat transfers and stencils with which Defendant uses the EZ WEED mark and plans to use the EZ WEED STENCIL MATERIAL mark are similar to and related to the goods provided by Siser's licensee, Stahls', under the EZ WEEDER® brand, are sold to the same consumers, and thus, are likely to cause confusion, mistake or deception as to the origin, sponsorship, or approval of Defendant's goods and thus infringe Plaintiffs' rights in the above federally registered mark under 15 U.S.C. § 1114.

38. Defendant's infringing actions have been intentional and carried out in willful disregard of Plaintiffs' rights in violation of Section 32 of the Lanham Act, 15 U.S.C. § 1114 and constitute an exceptional case within the meaning of the Lanham Act §35 (15 U.S.C. §1117). Plaintiffs are therefore entitled to recover three times the amount of their actual damages and the attorneys' fees and costs incurred in this action.

THIRD CLAIM FOR RELIEF

Common Law Unfair Competition, Misappropriation And Trademark Infringement

39. Plaintiffs incorporate by reference the allegations of Paragraphs 1 - 38 of this Complaint.

40. By its aforesaid conduct calculated to increase business and profits by deceiving and confusing members of the public, on information and belief

Defendant continues to misappropriate the valuable goodwill of the Marks, to infringe Plaintiffs' rights therein, and to unfairly compete with Plaintiffs under the laws of Michigan.

FOURTH CLAIM FOR RELIEF
CANCELLATION OF REGISTRATION No. 3,927,657

41. Plaintiffs incorporate by reference the allegations of Paragraphs 1-40 of this Complaint.

42. This is a civil action under 15 U.S.C. § 1119 for cancellation of Defendant's U.S. Registration No. 3,927,657..

43. Based on the sworn testimony of the principal of Defendant, Registration No. 3,927,657 should be cancelled because of Defendant's fraud in connection with its filing of the required Sections 8 & 15 Combined Declaration of Use & Incontestability. Specifically, Defendant knowingly made false material representations of fact with the intent to deceive the U.S. Patent & Trademark Office in such Declaration regarding its continued use and use during the preceding five years in commerce of the Mark depicted in Registration No. 3,927,657, when in fact the Mark was no longer in current or continuous use in commerce. In the specimens accompanying its Declaration of Use, Defendant made material misrepresentations of fact. Specifically, Defendant's specimens misrepresented that it was selling the goods depicted in the specimens when (a) it was selling no goods under the Mark, whether the goods depicted in the specimens

or otherwise and (b) the goods depicted in the specimens were in reality the goods previously sold by its Assignor, which were no longer being sold by either Defendant or the Assignor as of the date of the Declaration of Use.

44. In executing and submitting the Sections 8 & 15 Combined Declaration of Use & Incontestability, Defendant knew or should have known that the representations made therein, including the specimens, were false.

45. Defendant made the material misrepresentations and these statements were made with the intent to deceive the Patent & Trademark Office, to maintain Registration No. 3,927,657 in force and to achieve incontestability. Based on its reasonable reliance on the Declaration of Use and Incontestability, the USPTO did in fact accept the Declaration of Use and acknowledge the Declaration of Incontestability on September 1, 2016.

46. Plaintiffs have been and will continue to be damaged by Defendant's false assertion of rights in Registration No. 3,927,657. Its continued registration interferes with Plaintiffs' exclusive rights in the Marks, to Plaintiffs' detriment. If not cancelled, in view of the identity and similarity of the Mark underlying Registration No. 3,927,657 to Plaintiffs' Marks and the identity and close relationship of the Parties' goods, Defendant will be likely to cause confusion or mistake or to deceive in violation of Section 2(d) of the Lanham Act, 15 U.S.C.

§1052(d) and Plaintiffs are entitled to cancellation of such Registration under 15 U.S.C. §1119.

47. Registrants are subject to a duty of uncompromising candor when dealing with the USPTO. Because Registrant had failed to comply with that duty, its registration should be invalidated. Accordingly, Registration No. 3,927,657 should be cancelled from the Trademark Register.

FIFTH CLAIM FOR RELIEF

Request for Declaratory Judgment

48. Plaintiffs seek a declaration of the Court, pursuant to the Federal Declaratory Judgment Act, 28 U.S.C. §§2201, *et seq.,* that:

a. Plaintiffs have priority of trademark rights in the marks EASYWEED and EZ WEEDER;

b. Plaintiffs conceived of EASYWEED in 2003 as a brand for *heat plastic film transfers for manufacturing plastic transfers; heat plastic film transfers fur use in manufacturing plastic transfers used for applying letters, numbers, graphics, or designs onto garments or other substrates* and in 2004 began use of the mark in commerce;

c. Plaintiffs, through their predecessor-in-interest, began use of the EZ WEEDER® Mark in commerce in 1993 in association with a "*hand tool, namely, a pick for removing unwanted matter from heat transfer materials*";

d. The picks sold by Plaintiffs' licensee under the brand EZ WEEDER® are a tool used by those applying the heat transfer materials sold under the brand EASYWEED and, therefore, are similar and related, and are sold to the same distributors, manufacturers and end users;

e. Plaintiffs have continuously used and have never abandoned their Marks; and

f. Plaintiffs' Marks are distinctive and are not generic.

SIXTH CLAIM FOR RELIEF
Request for Permanent Injunction

49. Plaintiffs incorporate by reference the allegations of Paragraphs 1-48 of this Complaint.

50. Plaintiffs request injunctive relief to prevent Defendant from continuing to use the marks EZ WEED and EZ WEED STENCIL MATERIAL, which exploit, destroy, or otherwise damage the value of Plaintiffs' Marks.

51. If not enjoined, Plaintiffs will suffer immediate and irreparable harm in that any value in their Marks will be lost.

52. If not enjoined, there is a strong likelihood of injury to Plaintiffs' business reputation or of dilution of the distinctive quality of their Marks.

53. If not enjoined, consumers and other purchasers of the relevant products will continue to be misled and confused as to whether there is an affiliation between the parties or whether Defendant's goods are manufactured by Plaintiffs or the reverse.

54. Plaintiffs have shown a probable right of recovery and likelihood of success on the merits on their claims against Defendant and that Plaintiffs will suffer imminent, irreparable harm without Court intervention, for which there is no adequate remedy at law.

DEMAND FOR RELIEF

WHEREFORE, Plaintiffs request that this Court enter judgment in their favor on each and every claim for relief set forth above and award them relief including, but not limited to, the following:

A. A Declaration that Siser s.r.l. is the owner of the entire right, title and interest in and to the EASYWEED and EZ WEEDER Marks.

B. A Declaration that rights in Plaintiffs' Marks are valid, enforceable and violated by Defendant and that Defendant has violated and are violating other relevant federal and state laws and regulations.

C. A Declaration that:

a. Plaintiffs were the first to use EASYWEED and EZ WEEDER;

b. Plaintiffs conceived of EASYWEED in 2003 as a brand for heat plastic film transfers for manufacturing plastic transfers; heat plastic film transfers for use in manufacturing plastic transfers used for applying letters, numbers, graphics, or designs onto garments or other substrates, and in 2004 began use of the mark in commerce;

c. Plaintiffs' assignor of EZ WEEDER® began use in commerce of the Mark in 1993 in association with a hand tool, namely, a pick for removing unwanted matter from heat transfer materials;

d. The picks sold under the brand EZ WEEDER® are a tool used by those applying the heat transfer materials sold under the brand EASYWEED and, therefore, are part of the same family of products sold to the same distributors, manufacturers and end users;

e. Plaintiffs have continuously used and have never abandoned their Marks; and

f. Plaintiffs' Marks are distinctive and are not generic.

D. A Judgment that Defendants, their agents, servants, employees, attorneys, and all persons in active concert or participation with them, be preliminarily and permanently enjoined and restrained from (1) using any of Plaintiffs' Marks, any designations incorporating any of those Marks and any copy, reproduction, colorable imitations or variations thereof; (2) using any trademark, service mark, name, logo, or source designation of any kind that is likely to cause confusion, mistake, deception or public misunderstanding that such goods or services are produced or provided by Plaintiffs, or otherwise misrepresenting in any way the source of origin of any products they sell; and (3) otherwise infringing Plaintiffs' Marks and competing unfairly with Plaintiffs.

E. A Judgment that Defendant willfully violated Plaintiffs' rights and, consequently, that Defendant be required to pay to Plaintiffs' damages according to proof, together with prejudgment interest thereon, as Plaintiffs have sustained as a consequence of Defendant's wrongful acts, and to account for and return to Plaintiffs any monies, profits and advantages wrongfully gained by Defendants.

F. That all damages sustained by Plaintiffs be trebled.

G. That Defendant be required to pay to Plaintiffs punitive and exemplary damages.

H. That Defendant be required to pay to Plaintiffs all attorney fees, expenses and costs incurred in this action.

I. That Defendant be ordered to recall any goods found to infringe or to violate Plaintiffs' rights that have been shipped by Defendant or its distributors or licensees to any wholesaler, distributor, retailer, or manufacturer.

J. That Defendant be ordered to deliver up for impoundment during the pendency of this action, and for destruction upon entry of judgment, all products, sample books, tags, writings, advertising, signage, artwork, labels, packaging and other materials that infringe Plaintiffs' rights or contributed to the infringement of Plaintiffs' rights, falsely designated source or origin, or otherwise facilitated Defendant's unfair competition with Plaintiffs.

K. That an Order be issued directing Defendant to file with this Court and serve on Plaintiffs' attorneys, within thirty (30) days after the date of entry of any injunction, a report in writing and under oath setting forth in detail the manner and form in which Defendant has complied with the injunction.

L. That an Order be issued directing Defendants to account to Plaintiffs for all profits from their infringement of Plaintiffs' Marks.

M. That an Order be issued directing the U.S. Patent and Trademark Office to cancel Registration No. 3,927,657 in its entirety.

N. That Plaintiffs be granted such further relief as this Court may deem appropriate.

JURY DEMAND

Plaintiffs hereby demand a trial by jury of all issues so triable.

Respectfully submitted,

FISHMAN STEWART PLLC

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